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Madison-Oneida Boces And Madison-
Oneida Boces Teachers Assn

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NEGOTIATION CONTRACT

BETWEEN

**THE DISTRICT SUPERINTENDENT
OF SCHOOLS**

and the

TEACHERS' ASSOCIATION OF

MADISON-ONEIDA BOCES

JULY 1, 2000 – JUNE 30, 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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TEACHERS' ASSOCIATION OF BOCES
SOLE SUPERVISORY DISTRICT, MADISON AND ONEIDA COUNTIES

NEGOTIATIONS CONTRACT 2000-2004

PREAMBLE A

This agreement made and entered into this _____ day of _____ by and between the Board of Education of the Board of Cooperative Educational Services, Sole Supervisory District, Madison and Oneida Counties (hereinafter referred to as the "Board") and the BOCES Madison and Oneida Counties Teachers' Association (hereinafter referred to as the "Association").

PREAMBLE B

1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE I

RECOGNITION

The Board of Cooperative Educational Services, Sole Supervisory District, Madison and Oneida Counties, having determined that the BOCES Madison and Oneida Counties Teachers' Association is supported by a majority of employees included in the unit as defined below, hereby recognizes the above named Teachers' Association as the exclusive negotiating representative for the employees in said unit.

UNIT DEFINITION

Included:

All employees whose job titles are Occupational Education Classroom Teacher, Special Education Classroom Teacher, Guidance Counselor, Social Worker, Reading Specialist, Speech Therapist, Occupational Therapist, Physical Therapists, Itinerant Classroom Teachers, Placement Coordinator, Psychologist, Teacher Assistant; Career Counselor, Case Manager, Corrections, Parent-Child Educator, Program Developer, Testing and Assessment, Teaching Assistant and Teacher of Adults, provided such employees are appointed to positions for at least twelve (12) hours per week for periods of twenty (20) weeks or more .

Excluded:

All administrators, substitutes, casual employees, Adult Education and summer school teachers who are employed in non-mandated and/or non-licensing program(s), excepted as noted above, and other teaching employees of the District.

During the term of this agreement the Association will be notified of the creation of any new positions. Once annually, between September 1 and September 15, the Superintendent and the Association President will discuss newly created titles.

ARTICLE II

ABSENCES

1. ANNUAL LEAVE:

- a. All teachers in the Madison-Oneida BOCES will be granted two (2) days of annual leave per full month of full-time paid employment to a maximum of eighteen (18) days for each school year of employment for Personal Business, Personal Illness, Family Illness or Death-in-the Family.
- b. Unused annual leave days may accumulate to two hundred fifteen (215) days.
- c. Should a teacher be unable to report for duty at the beginning of the school year, payment of Annual Leave compensation shall be based on the unused accumulation as of the preceding June 30th.
- d. The teacher will report his/her need for Annual Leave to the administrator in charge of the building as soon as possible so that a substitute may be obtained.
- e. Any employee who will be taking a previously known paid sick leave shall notify the employer in writing as soon as possible but no later than thirty (30) days prior to the date the leave is to commence. This requirement may be waived by the employer in emergency situations.

2. ADDITIONAL EMPLOYMENT:

- a. If a teacher is employed by the Madison-Oneida BOCES to work in July and August, to permit currently enrolled elementary and secondary students to complete mandated requirements of an existing course, said teacher will receive only one (1) additional day of annual leave for this work period.

3. LEAVE OF ABSENCE FOR CHILD REARING OR CHILD BEARING:

- A. Full-time teachers shall be entitled to an unpaid leave of absence for child rearing purposes in accordance with one of the following options:
 1. A teacher may request and shall be granted an unpaid leave of absence for child rearing, or child bearing in which case the leave is to commence prior to the onset of pregnancy related disability.

ARTICLE II

(Continued)

3. LEAVE OF ABSENCE: Continued

2. A teacher may request and shall be granted an unpaid leave to commence immediately following the period of pregnancy related disability as determined by the teacher's physician, or in the case of child adoption, on the date of the adoption. A doctor's certificate may be required to verify the employee's ability to perform normal duties during pregnancy.
3. During her child bearing leave, a teacher may utilize her accumulated sick leave for her actual period of physical disability due to pregnancy upon furnishing the District Superintendent with a physician's certificate attesting to the period of her actual physical disability.

The teacher is entitled to use sick leave prior to the unpaid leave of absence for the pregnancy related disability period, but is not entitled to use such sick leave during the unpaid leave of absence.

B. CONDITIONS FOR LEAVE:

1. All requests for an Unpaid Leave for Child Rearing or Child Bearing must be made in writing to the District Superintendent at least thirty (30) days prior to the date the leave is to commence, except in the case of adoption, where the teacher is required to give thirty (30) days notice or as much notice as possible.
2. An unpaid leave for Child Bearing or Child Rearing may be requested for up to a maximum of two (2) calendar years. The teacher may return to the employ of the district only at the beginning of a semester after having given thirty (30) days written notice to the District Superintendent. The request for return prior to the end of the leave, or during a semester, shall be at the discretion of the District Superintendent.
3. A teacher returning after Child Bearing or Child Rearing leave shall be returned to a position, in which certified, in the tenure area previously occupied. Said teacher shall return with all benefits accrued prior to the beginning of the leave.

ARTICLE II

(Continued)

4. UNPAID LEAVE OF ABSENCE:

- a. Employees with one (1) or more continuous full years of service may, upon request, be granted up to one (1) year leave of absence without pay at the discretion of the Board of Education and only upon the recommendation of the District Superintendent.
- b. The employee must request the leave, in writing, by March 1 of the school year preceding the effective date of the leave.
- c. The written request must also include the purpose for the unpaid leave of absence.

5. DEFINITIONS:

- a. Whenever a teacher is granted a Leave of Absence, he/she may not earn Annual Leave benefits while on leave. Accumulated benefits and seniority rights shall be retained.
- b. Whenever a teacher resigns, or is terminated, all leave benefits are void (except as indicated in Terminal Leave and appropriate law). If a teacher returns to service, he/she is to be treated as a new teacher.
- c. Part-time teachers shall earn a proportion of the above leave benefits in relation to the percentage of service.
- d. Family is defined as spouse, children, parents, grandparents, brothers, sisters, mother-in-law and father-in-law.
- e. Family Illness Leave which exceeds ten (10) days per annum may be granted at the discretion of the District Superintendent.
- f. Death in the Family Leave which exceeds ten (10) days per annum may be granted at the discretion of the District Superintendent.
- g. A maximum of four (4) days per annum may be used for Personal Business.
- h. Personal Leave cannot be used for any other employment purposes, recreation purposes, or during the last week of the semester. A maximum of five (5) members of the Teachers' Negotiating Unit (excluding Teacher Assistants) are eligible to be on personal leave on any one (1) day. At least forty-eight (48) hours' notice to the District Superintendent is required for employees to be eligible for a personal business day.

ARTICLE III

ASSOCIATION LEAVE

1. The Association will be granted a total of six (6) days annually, without loss of pay or benefits, for representatives to attend conferences and/or conventions related to local Association business.

Effective July 1, 2002, the total number of annual leave days shall increase from six (6) days to nine (9) days.

2. At least five (5) days written notice with reasons to the District Superintendent must be given prior to the requested date of absence(s).

ARTICLE IV

ASSOCIATION RIGHTS

1. The Association shall be allowed to use school buildings, inter-school mail boxes and equipment providing:
 - a. The use does not conflict with the student instructional program of previously scheduled school events.
 - b. The use of such space or equipment is for local Association business only.
 - c. If expenses are incurred because of such use, the Association will reimburse the District for expenses incurred.
 - d. The requests for use shall be cleared with the building administrator in advance.
2. A copy of the Board of Education agenda and minutes shall be forwarded to the Association President.
3. On September 1st a list of all unit members currently employed will be sent to the President of the Association. This list will include the name, position, location, and tenured area of the unit member. The names of professional employees hired after September 1st will be sent to the Association President as soon as possible after the date employed.

ARTICLE V

CLAIMS AGAINST TEACHERS

In accordance with the provision of Section 3023 of the Education Law, the Board will save harmless and protect a teacher from financial loss arising out of alleged negligence or other acts resulting in accidental bodily injury to any person or accidental damage to property of any person, providing the teacher was acting within the scope of his/her employment at the time of such accident or injury.

In the event that any civil or criminal proceeding is brought against a teacher arising out of disciplinary action taken against any pupil in the district while in the discharge of his/her duties within the scope of his/her employment or authorized volunteer duties, the Board will provide an attorney and pay such attorney's fees and expenses necessarily incurred for the defense of such teacher in accordance with the provisions of Section 3028 of the Education Law.

As provided in Section 3023 and 3028 of the Education Law, the above provisions will be effective only if the teacher shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original, or a copy of the same, to the Board.

ARTICLE VI

CONFERENCES

1. All conferences must receive the prior approval of the District Superintendent to be eligible for reimbursement.
2. Prior approved lodging expenses and mileage will be reimbursed by the Board.
3. An itemized record of expenses, plus receipts, must be kept and presented to the Board of Education for payment.
4. All conferences of which the administration receives notice shall be announced to all teachers by:
 - a. Posting on the teacher's bulletin board.
 - and
 - b. The appropriate BOCES Supervisor will inform all current unit members wherever practical.
5. All interested applicants must file requests to attend a conference with the District Superintendent on a form provided by the Business Office within five (5) days after notice of the conference has been made to the teachers or ten (10) days before the conference date.

ARTICLE VII

DEDUCTION AND PAYMENT OF DUES AND FEES

At the time of filing the designation, the employee may authorize, in writing, on a form approved by the employer, that his/her regular dues and membership fees payable to the organization employees so designated be deducted by the employer from his/her regular salary or wage payments and that the same be paid to the Association during the pay period in which they are deducted. No individual can discontinue the deduction until the next school year.

Association dues and assessments deducted by the Board shall be at a rate of equal payments per pay period until the full sum is reached.

The Association shall notify the Chief School Administrator of the amount of its dues or assessments at least ten (10) days in advance of the first pay period during which deductions shall be made.

The Association shall furnish signed Payroll Deduction Authorization forms for any teacher requesting dues deduction.

ARTICLE VIII

EXCHANGE TEACHER LEAVE

Upon recommendation of the Superintendent, leave for exchange teacher positions under either national or international programs may be granted by the Board to teachers who have successfully completed their required three years probationary period in the BOCES School District and who have completed at least an additional two years of competent service.

ARTICLE IX

GRIEVANCE PROCEDURE

1. DEFINITIONS:

- a. A grievance is a claim by a teacher or a group of teachers that there has been a violation, misinterpretation or misapplication of the provisions of this agreement.
- b. Aggrieved Party - The aggrieved party shall mean any teacher or group of teachers in the negotiating unit who shall file a grievance.
- c. Immediate Supervisor - The term "immediate supervisor" shall mean the immediate supervisor responsible for the area in which an alleged grievance arises.
- d. Day - Day shall mean work day unless specified.

2. PURPOSE:

The primary purpose of the procedure set forth in this article is to secure, at the lowest administrative level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this article, both parties agree that the procedure shall be kept as informal and confidential as may be appropriate at any level of such procedure.

3. PROCEDURE:

a. Level One:

If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to solve the problem informally. In the event that the grievance is not resolved informally, the teacher shall reduce the grievance to writing and present it to the immediate supervisor. Within five (5) days after the written grievance is presented to him/her, the supervisor shall render a decision in writing and present it to the aggrieved party.

b. Level Two:

If the teacher is not satisfied with the informal resolution of the grievance in Level One, he/she shall file the grievance, in writing, with the District Superintendent within ten (10) days of the informal decision at Level One. The District Superintendent of Schools shall forward his decision, in writing, to the teacher within ten (10) days of the receipt of the written grievance from the teacher.

ARTICLE IX

(Continued)

3. PROCEDURE: Continued

c. Level Three:

If the grievance is not resolved to the satisfaction of the aggrieved party at Level Two, he/she may submit the grievance to arbitration by written notice to the District Superintendent within ten (10) days of the decision rendered in Level Two.

An arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The parties will be bound by the rules and regulations of the American Arbitration Association. The costs for the services of the arbitrator, including expenses, if any, shall be borne equally by both parties. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing. If oral hearings have been waived, the arbitrator will issue his/her decision not later than fourteen (14) calendar days from the date final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions to the issues to both parties and his/her decision will be final and binding on the parties.

ARTICLE IX

(Continued)

4. PROCEDURES:

- a. No written grievances will be entertained as described herein and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within thirty (30) days after the teacher knew or could reasonably be expected to know of the act or condition on which the grievance is based.
- b. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision at that step. The parties may mutually agree to modify the time limits.
- c. The preparation and processing of grievances shall not interfere with the duties of the teachers involved.
- d. A demand for arbitration shall cover only one (1) grievance unless both parties otherwise specifically agree.
- e. Use of the arbitration procedure shall bar the party from seeking relief, based upon the same facts and circumstances, in any other forum.
- f. The grievance must be placed in writing on the appropriate form as supplied by the Superintendent.
- g. The aggrieved teacher shall have the right to have an Association Representative present with him/her at any stage in the grievance procedure.
- h. The arbitrator shall not have the power or authority to add to, subtract from or modify the terms of this agreement nor shall he/she have power or authority to make any decision contrary to or inconsistent with any applicable law, rules or regulations.

ARTICLE X

HOSPITALIZATION

1. Any eligible unit member may elect coverage under the Madison-Oneida Health Plan, Blue Cross Blue Shield PPO, effective July 1, 2000.
2. The benefits specified in the Madison-Oneida Health Plan implemented on July 1, 2000, may be changed only through the voluntary mutual consent of both parties.
3. The Board will pay 100% of the monthly premium for individual and family coverage for eligible unit members enrolled in the Plan on or before June 30, 1981.
4.
 - A. For eligible unit members who enroll in the Plan on or after July 1, 1981, the Board shall pay the following monthly premiums:
 1. First, second and third years enrolled, the Board will pay 100% of the monthly individual premium and 50% of the monthly family premium.
 2. For the fourth year enrolled and thereafter, the Board will pay 100% of all monthly individual and family premiums.
 - B. For eligible unit members who enroll in the Plan on or after July 1, 1984, the Board shall pay the following monthly premiums:
 1. First, second, third, fourth and fifth years enrolled, the Board will pay 100% of the monthly individual premium and 50% of the monthly family premium.
 2. For the sixth year of enrollment and thereafter, the Board will pay 100% of all monthly individual and family premiums.

ARTICLE X

(Continued)

5. Any participating member who elects to terminate their participation in the Plan regardless of the date of entry and elects to reenter the Plan, shall be subject to No. 4 above as a new enrollee.
6. Any participating member who is on an authorized leave with pay may continue in the Plan in accordance with No. 3 or No. 4 above (whichever is applicable). If the Employee elects to terminate their participation in the Plan, said Employee will be subject to the terms outlined in No. 4 above as a new enrollee.
7. Any participating member who is on an authorized leave without pay may elect to continue participation in the Plan at their own expense. If the Employee elects to terminate their participation in the Plan, said Employee will be subject to the terms outlined in No. 4 above as a new enrollee.
8. The amount of the prescription co-pay in the Preferred Provider Plan (PPO) shall be zero dollars (\$0.00) for mail order, five dollars (\$5.00) for generic, and ten dollars (\$10.00) for brand name.
9. The parties shall establish a bilateral committee composed of two Administrators appointed by the District Superintendent and two unit members designated by the Association to meet during the 1992-93 school year to study and recommend cost saving methods in the health insurance area. This committee shall conclude its work no later than February 15, 1993.
10. The BOCES will contribute a maximum of five dollars (\$5.00) per month per individual participant toward the cost of the Individual Dental Plus Option for those individuals who select the Dental Plus Option, effective July 1, 2000.

ARTICLE XI

IN-SERVICE CREDIT AND WORKSHOPS

The Board has a continued interest in efforts designated toward improving the quality of instruction in the school district. The basic ingredient is staff improvement through a variety of techniques and methods. One method is In-Service Education. The Board desires to honor those teachers who are interested in improving their teaching effectiveness by granting In-Service Credits that can be applied to the salary schedule as follows:

1. In-Service credit shall be defined as Credit Hours earned from evidence of completion of a course, or attendance at a workshop, that has the prior approval of the District Superintendent and that is not granted credit at a college or university.
2. The course or workshop shall deal with one of the following areas:
 - a. Self-improvement in subject matter.
 - b. Curriculum improvement.
 - c. Teaching methods and techniques.
 - d. Classroom organization and management.
 - e. Fulfill identified educational need in the District.
 - f. Be of direct benefit to the instructional program.
3. In-Service Credit Hours shall be awarded as follows:
 - a. One (1) In-Service Credit Hour shall be awarded for each fifteen (15) hours of instructional time. Approved instructional time is to be cumulative.
 - b. No more than forty-eight (48) In-Service Credit Hours may be awarded for salary purposes.
4. Application must be made in writing and the applicant must be notified in writing by the District Superintendent, prior to enrollment, as to the approval or rejection for In-Service Credit.
5. To receive credit and obtain full payment, an official written certification of the applicant's attendance and satisfactory completion of the course or workshop must be submitted by the instructor and the sponsoring agency.

ARTICLE XI

(Continued)

6. In-Service Credit shall not be granted when other compensation has been paid by the local Board of Education.
7. An amount not to exceed four thousand dollars (\$4,000) shall be allocated each year for curriculum development and special planning projects related to the instruction of learners. There shall be a bilateral committee established by the Association and the District Superintendent to administer and approve the benefits of the Article.

ARTICLE XII

IRS 125 FLEXIBLE SPENDING PLAN

The BOCES shall make available to bargaining unit members, who have worked for at least six months prior to the annual effective date of October 1st and have a regularly scheduled workweek of at least twenty-five hours, an Internal Revenue Service (IRS) Section 125 Plan as long as such plan is allowable under IRS rules and regulations. The available options of this plan shall include premium conversion, dependent care and unreimbursed medical expenses. The BOCES shall pay the administrative costs for the implementation and operation of such plan. Such plan offering shall commence with the next available plan year, commencing October 1, 2002.

ARTICLE XIII

ISOLATION AREA

Areas will be established by the District Superintendent for the emergency care of an injured or ill student. These areas shall be used solely for this purpose. Teachers will transfer any injured or ill student to such an area in accordance with the written procedures established by the District Superintendent as soon as possible after the emergency. The area will be staffed by a qualified person as determined by the District Superintendent.

ARTICLE XIV

JURY DUTY

Any employee called upon by the court to serve on jury duty shall be compensated at full pay for time served subject to the following conditions:

1. That the employee returns to the school district all compensation except mileage paid by the county, state, federal and local government for serving on jury duty.
2. In departments where work schedules may be adjusted, the employee's work schedule may be adjusted.
3. That the teacher notifies his/her supervisor or appropriate principal promptly of his/her notice to appear for jury duty.
4. That if the employee's work schedule is adjusted for this period and he/she completes a normal work week, provision Number 1 above shall not prevail.

ARTICLE XV

LUNCH PERIODS

All teachers will be provided thirty (30) minutes duty free lunch.

ARTICLE XVI

MILEAGE REIMBURSEMENT

The Board will reimburse the cost of mileage to all teachers for inter-school travel required in the performance of their duties including approved conferences and home visits. Prior approval of the District Superintendent is required to be eligible for mileage reimbursement. Only mileage approved by the District Superintendent will be reimbursed as follows:

- a. The mileage reimbursement will be adjusted only once annually and on July 1st of each fiscal year.
- b. The mileage reimbursement will be the I.R.S. Business Mileage Rate in effect on July 1st of each fiscal year.
- c. The mileage reimbursement rate will be frozen at \$.225 (22.5 cents) per mile until the I.R.S. Business Mileage Rate exceeds this figure.

ARTICLE XVII

MISCELLANEOUS

1. This agreement shall constitute the full and complete commitments between the two parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the two parties.
2. This agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
3. Any individual arrangement, agreement, or contract between the Board and the individual teacher, heretofore executed, shall be subject to and consistent with terms and conditions of the agreement and any individual arrangement, agreement or contract, hereafter executed, shall be expressly made subject to and consistent with the terms of this or subsequent arrangements to be executed by the parties. If any individual arrangements, agreements, or contracts contain any language inconsistent with the agreement, this agreement during its duration shall be controlling.
4. If any provision of the agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, such provisions or applications shall not be deemed valid except where permitted by law, but all other provisions or applications shall continue in full force and effect.
5. If either party shall be found to stand in breach of any provision or application of this agreement, all other provisions and applications shall remain in full force and effect.
6. Copies of this agreement shall be printed at the expense of the Board and supplied to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution, or employment, if that occurs later.

ARTICLE XVIII

NEGOTIATION PROCEDURES

1. NEGOTIATING TEAMS:

The Board, or designated representative(s) of the Board, will meet with representative(s) designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2. OPENING NEGOTIATIONS:

On or before December 15 the President of the Association and the District Superintendent of Schools shall mutually establish the date of the first negotiation session. The date of the first session must be scheduled on or before January 15.

All issues proposed for negotiation shall be submitted in writing by both parties at the first meeting. The Board or the Association shall submit in writing each to the other, or to its delegated representative(s), all additional issues which it wishes to negotiate seven (7) days prior to any subsequent meeting and each issue shall be mutually agreed upon as an issue to negotiate or the additional issue cannot be negotiated. Additional meetings shall be scheduled as may be needed to reach mutual agreements on all proposals or until an impasse is declared.

3. NEGOTIATION PROCEDURES:

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with the Teacher Negotiating Committee of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time mutually agreeable to both parties. A caucus may be requested and mutually agreed upon at any time. The length of time of a caucus will be agreed upon before leaving the negotiating table.

4. EXCHANGE OF INFORMATION:

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration or to be considered.

ARTICLE XVIII

(Continued)

5. CONSULTANTS:

The parties may call upon consultants in any capacity to assist in preparing for negotiations, and to advise them during negotiations sessions. The expense of such consultants shall be borne by the party requesting them.

6. REACHING AGREEMENT:

When mutual agreement is reached on all proposals submitted and mutually agreed to be negotiable, these agreements shall be reduced to writing by the District Superintendent of Schools as a memorandum of understanding and submitted to the Association and the Board of Education for approval. Following ratification by both parties, the agreements will be printed and distributed to the staff by the Board.

7. RESOLVING DIFFERENCES:

State Civil Service Law shall govern the procedure to resolve an impasse.

ARTICLE XIX

NOTICE OF INTENT

1. No later than June 1, all teachers will be notified of their tentative teaching assignment for the following school year.

If a change should occur in this tentative assignment, the teacher will be notified of the change as soon as possible.

2. If a position is to be abolished, the teacher involved will be notified at least ninety (90) days prior to the abolition date; EXCEPT where a program is terminated by a component district, then the teacher will be notified as soon as possible after the District Superintendent has been informed of the termination of the program, and EXCEPT where a program is funded by sources other than local school districts, then the teachers will be notified as soon as possible after the District Superintendent has been informed of the termination of the funding.

ARTICLE XX

PAYROLL CALENDAR

The District Superintendent shall establish the annual payroll calendar.

1. The first pay date must be scheduled no later than September 16.
2. Subsequent pay dates must be scheduled bi-weekly after the first pay date.
3. A teacher may elect only once annually and at least twelve (12) days prior to receipt of the first pay check:
 - a. to have his/her annual salary divided by the number of pay dates for 10 month employees and receive this amount on each scheduled pay date;

OR

 - b. to have his/her annual salary divided by the number of pay dates for 12 month employees and receive this amount on each scheduled pay date, except that the remainder of the annual salary due will be paid on the last pay date in June.
 - c. If a teacher fails to comply with the notification date, option 3-b shall be implemented and remain in the effect for the rest of the school year except that the teacher may, once only and within seven (7) days of receipt of his/her first paycheck, notify the District Superintendent that he/she elects option 3-a. The option will then remain in effect for the remainder of the school year.
4. Employees will have the option to have salary checks mailed to a bank. The employee must notify the District Superintendent in writing at least twelve (12) calendar days prior to receipt of the first check specifying the bank. This option will remain in effect for the school year and the person may not change the designated bank until the next school year.

ARTICLE XXI

PERSONNEL FILE

1. The official personnel file for each teacher shall be maintained in the District Superintendent's office.
2. A teacher may inspect his/her personnel file upon request. The request shall be made to the District Superintendent and the inspection shall be done in the presence of the District Superintendent or his designee. However, pre-employment information may not be inspected by the teacher.
3. A teacher may secure copies of data in his/her or her personnel file by making the request to the District Superintendent of Schools. The teacher may not secure copies of pre-employment data.
4. A teacher has the right to make written statement of explanation concerning any data contained in his/her or her personnel file. A teacher may not make a written statement about pre-employment data.
5. All teacher evaluations must be signed by the teacher before it can be placed in his/her personnel file. If the teacher refuses to sign, then a note will be appended to the evaluation indicating that the teacher has refused to sign and the evaluation will be placed in the teacher's personnel file.
6. A teacher will be given notification when letters of censure or complaint are to be placed in his/her file. All letters will be signed by the employee and a conference arranged to discuss the censure or complaint prior to placing the letters in the file. The conference will be held within thirty (30) days of the District Superintendent's awareness of the incident. If the teacher fails to attend the conference or refuses to sign the letter, then a note will be appended stating that the teacher failed to attend the conference and will not sign and the letter will be placed in the personnel file.

ARTICLE XXII

I.E.P.'S

Special Education classroom teachers only who have handicapped students only enrolled in their classes shall be given release time to draft I.E.P.'s. The District Superintendent shall have the sole and exclusive right to determine the amount, length and scheduling of release time. Prior to making the decision, the District Superintendent shall consult with the President of the Association or the designee appointed by the President.

The District Superintendent, at his sole discretion, may terminate or alter this provision whenever any special education program is operating at a budget deficit.

EXCEPTION:

If there is a need to include a therapist in the development of an I.E.P., then release time may be provided on an individual basis at the sole and exclusive discretion of the District Superintendent.

ARTICLE XXIII

SABBATICAL LEAVE

Sabbatical Leave shall be at the discretion of the Board of Education subject to the following provisions:

- a. Sabbatical Leave will be granted only after seven (7) full years of continuous service in the BOCES system immediately preceding the application for the leave.
- b. Purpose of Leave should be for study and/or approved travel.
- c. Request for Leave must be presented in writing on or before March 30 of the year preceding the year in which the Leave is requested. The purpose of the Leave must be stated in the application.
- d. The salary during the Leave will be at the rate of half-pay for a full year or full pay for a half year.
- e. All Sabbatical Leaves must be at the recommendation of the District Superintendent. Not more than four (4) teachers shall be on Sabbatical Leave at any one time during a school semester. No more than four (4) teachers shall be on Sabbatical Leave at any one time during a Summer Sabbatical. The Leave shall not be for more than two (2) semesters or less than (1) semester or Summer.
- f. A faculty member receiving such Leave must agree in writing to return to the BOCES system for a period of not less than two (2) years. Failure to do so, unless incapacitated due to reasons of health, shall require reimbursement of the salary issued while on Leave as follows:
 1. Immediately following Leave - 100%
 2. Less than two school years of teaching - a pro-rated portion thereof.
- g. No loss of tenure shall result from Sabbatical Leave.
- h. The teacher has the right to return to his/her former teaching position.
- i. Whenever a teacher is assigned to work in a component school district (Itinerant Teacher), the Board of Education of that school district accepts or rejects requests for Leave. If the Board rejects teacher's request, Leave is denied.
- j. Any teacher that has met the qualifications for a Sabbatical Leave may select a summer leave wherein the Board will pay \$900. Teachers applying for Summer Sabbatical Leaves shall take courses that apply toward an advanced degree, or that apply to study as approved by the District Superintendent.

ARTICLE XXIV

SCHOOL CLOSING

BOCES secondary program teachers housed on the main BOCES campus will not be required to attend school when the four (4) component secondary schools sending the largest numbers of secondary program students to the main BOCES campus all close AND at least three (3) of the remaining five (5) component schools with secondary programs also close. The District Superintendent shall identify each year, no later than October 1st, the four (4) largest sending schools and the remaining five (5) schools.

ARTICLE XXV

SICK LEAVE BANK

A Sick Leave Bank will be created effective September 1, 1978 under the terms and conditions set forth herein:

1. All unit members who have completed one (1) full year of service with the Madison-Oneida BOCES may volunteer to contribute two (2) accumulated sick leave days to the bank.
2. Any unit member who contributes and has completed one (1) full year of service and who has exhausted his/her accumulated sick leave and who is unable to return to work because of a prolonged and serious illness or injury may apply for use of additional days from the Sick Leave Bank under the following conditions:

Effective July 1, 2002, any unit member who contributes and who has exhausted his/her accumulated sick leave and who is unable to return to work because of a prolonged and serious illness or injury may apply for use of additional days from the Sick Leave Bank under the following conditions:

- a. Five (5) days of absence must occur following the exhaustion of accumulated sick leave before the teacher shall be eligible to draw upon days from the bank.
- b. Application must be made in writing to the Sick Leave Bank Committee for use of days from the bank and such application must be accompanied by a doctor's statement certifying the nature of the illness or injury and the estimated duration of absence due to same. Applications must be received by the Committee prior to the granting of any days from the bank, and in no event shall days from the bank be granted retroactively if such application is not received by the Committee within ten (10) working days following the exhaustion of accumulated sick leave.
- c. If a teacher is granted use of days from the bank, he/she will be periodically requested by the Committee to submit a doctor's statement indicating that the disability is continuing.
- d. Disabilities excluded from application for bank use are:
 1. Disabilities covered by Worker's Compensation.
 2. Routine Prenatal and Postpartum.
- e. Any days granted by the Committee from the bank shall in no event exceed seventy-five (75) days per illness or injury per teacher.

ARTICLE XXV

(Continued)

3. The bank will be replenished when it is reduced to twenty-five (25) days by similar contribution by the teachers, but no more than once annually.
4. The bank shall be administered by a Committee of four (4) individuals appointed annually through mutual agreement between the District Superintendent and the President of the Association. The Committee shall preview all applications for bank use, request additional information, if necessary, and make all decisions regarding such use. Such decisions shall be final and binding and not subject to further dispute through the Grievance Procedure.
5. The purpose of the Sick Leave Bank is to provide additional sick leave in cases where a teacher is seriously ill or injured. It will not cover short-term absences where there is no serious or prolonged disability.

ARTICLE XXVI

TAX SHELTERED ANNUITIES

Payroll deductions for the purpose of tax sheltered annuities may be granted upon request by a teacher. This must be in writing and directed to the Superintendent on the appropriate form supplied by the insurance company. The request must be made on or before December 1, and must remain in effect for the school year. The teacher must notify the insurance company in writing and forward a copy to the District Superintendent on or before December 1, to terminate the program.

ARTICLE XXVII

TEACHER ADVISORY COMMITTEE

1. The Association shall select a 7-9 member Advisory Committee for the purpose of making recommendations to the District Superintendent in:
 - a. Problem areas within the educational program of the BOCES.
 - b. Establishment and modification of policy and rules.
2. The procedure for this Advisory Committee will be as follows:
 - a. The Committee shall present its suggestions to the District Superintendent at the monthly meeting.
 - b. The District Superintendent shall discuss the recommendations with the Committee and any other personnel involved with the recommendation. The District Superintendent shall give his decision to the Committee on or before the next monthly meeting.

ARTICLE XXVIII

TEACHER LOAD

The District Superintendent shall have the sole and exclusive right to establish the method of instruction and maximum number of students to be assigned to each class or class segment for the secondary Occupational Education Program. The District Superintendent shall declare by June 15th of each school year the method of instruction and the maximum number of students to be assigned to each class or class segment for the following school year. After October 15th, if the number of pupils assigned to each class or class segment exceeds the maximum by 25%, a teacher assistant will be hired. When the number of pupils assigned to each class or class segment exceeds the maximum by 50%, a second teacher assistant or teacher will be hired. The District Superintendent has the sole discretion to decide whether a teacher or teacher assistant will be hired. This provision may be altered or terminated at the sole discretion of the District Superintendent whenever any occupational education program is operating at a budget deficit.

ARTICLE XXIX

TEACHER TRANSFER

1. The Administration cannot, without the consent of the teacher, transfer said teacher from one level of instruction or one subject area to another where such transfer would result in a loss of tenure.
2. Any tenured teacher who fails to meet the requirements for the granting of tenure in a new position shall be given the right to return to his/her former tenured position, providing there is an opening, within ninety (90) days of the notice by the District Superintendent. The teacher must notify the District Superintendent, in writing, that he/she wishes to return to his/her position within ten (10) days of the District Superintendent's notification that tenure will not be granted in the new position. If the teacher fails to comply within the ten (10) days, said teacher is not eligible to return to his/her former tenured position.
3. Whenever a voluntary transfer is taking place, the most senior qualified applicant will be selected, except the District Superintendent may decide to award the transfer to a less senior applicant, provided that such a decision is educationally based.

The definition of educationally based is reserved to the District Superintendent and is not subject to the grievance procedure.

4. Whenever an involuntary transfer is taking place, it will be educationally based. The division director or the District Superintendent's designee shall meet with the teacher involved to review the educational basis for such transfer. A Teachers' Association representative will be present if the teacher requests. The District Superintendent will notify the Teachers' Association President of pending involuntary transfers.

The definition of educationally based is reserved to the District Superintendent and is not subject to the grievance procedure.

5. Effective July 1, 2002, when possible, notice of involuntary transfer will be given to teachers upon issuance of their salary agreement. Volunteers within the tenure area will be considered for transfer.
6. Effective July 1, 2002, after September 1 of a given school year, an involuntary transfer will be made only after consultation with the teacher involved.
7. Effective July 1, 2002, the teacher shall be provided with the reason(s), in writing for the involuntary transfer.

ARTICLE XXX

TEACHER VISITATIONS

Two (2) days will be allowed each year, as approved by the District Superintendent, for teachers to visit other schools for the purpose of curriculum improvement, teaching methods and techniques, and classroom organization and management.

The teacher will be reimbursed for mileage and lodging expenses, if applicable.

The teacher must apply for leave ten (10) days prior to leave date. The District Superintendent must respond within five (5) days of request as to approval or denial of the request.

ARTICLE XXXI

TEACHER ASSISTANTS

Teacher Assistants are subject to THIS ARTICLE ONLY of the contract.

A. SALARY SCHEDULE

1. Each step of the TA (Teacher Assistants') Base Schedule shall be 50% of each Step of the Teachers Base Schedule if hired before 09/01/96. Teacher Assistants whose most recent date of hire is on or after 9/1/96 shall be paid at 40% of the teachers' base schedule.
2. Teacher Assistants shall be placed on the Base Salary Schedule by the District Superintendent.
3. A Teacher Assistant has the right to have his/her credentials that apply to placement on the Base Salary Schedule reviewed by the District Superintendent of Schools. The Teaching Assistant shall contact the District Superintendent for an appointment for this review.
4. Teacher Assistants in their first three (3) years of employment with the Madison-Oneida BOCES who receive an unsatisfactory evaluation may, at the sole discretion of the District Superintendent, be denied increment movement. Beginning with the fourth (4th) year of employment, all Teacher Assistants denied increments shall be placed on the Step that corresponds to their years of service in the BOCES only from initial employment step placement.

If the employer terminates the employee's service, and the employee returns to service at a later date, the employee shall be covered by this provision.

If the employee terminates his/her service, and the employee returns to service at a later date, the employee shall be covered by this provision.

5. Teacher Assistants will be eligible to advance only one (1) Step on the salary schedule annually (except as stated in #4 above) as follows:
 - a. Full-time teacher assistants who serve one-half (1/2) of the school year, i.e. the equivalent of one semester, shall be entitled to an increment on September 1st of the following school year where due.
 - b. Part-time teacher assistants who serve one-half (1/2) of the school year, i.e. the equivalent of one semester, shall be entitled to one-half (1/2) of an increment on September 1st of the following school year where due.

ARTICLE XXXI

(Continued)

6. All additions to the TA (Teacher Assistants') Base Schedule shall be at 50% (fifty percent) of the additions to the Teachers' Base Schedule if hired before 9/1/96. Teacher Assistants whose most recent date of hire is on or after 9/1/96 shall be paid at 40% of the additions to the teachers' base schedule.
7. All additions to the base salary will be granted only after the employee files appropriate application along with acceptable certified documents to the District Superintendent. Salary additions to the base salary will be made only once annually and on March 1st of each fiscal year.

All applications for additions to the base salary must be submitted, with the acceptable certified documents, to the District Superintendent prior to March 1st of each fiscal year.

Approved salary additions will be applied on the March 1st stated above and the adjusted salary shall be retroactive to September 1st of that fiscal year.

Applications submitted on or after March 1st of any fiscal year shall not be considered or applied until the following fiscal year and in accordance with the paragraphs above.

Examples of acceptable certified documents are:

- A. Certified certificate.
- B. Specific Board of Education action such as tenure appointment.
- C. Official transcripts or grade reports from accredited colleges or universities.
- D. Permanent certificate, provisional certificate, degree or official letter from an accredited college or university stating that necessary degree requirements have been successfully completed and/or stating that application has been made to the State Education Department for the appropriate certificate.

The items listed in A, B, C, and D are examples of normally acceptable documentation needed for salary additions. However, the District Superintendent retains the sole and exclusive right to accept or reject any documentation submitted.

ARTICLE XXXI

(Continued)

8. The only additions to the base are:

- a. Effective 1983-84, Teacher Assistants shall be eligible for Credit Hours, B.A. or Registered Professional Nurse Certificate (not both), and longevity stipends.

Effective 1984-85, Teacher Assistants shall be eligible for Permanent Certificate (Continuing Certificate) and Provisional Certificate (Temporary License) stipends.

Effective 1985-86, Teacher Assistants shall be eligible for Master's Degree and Tenure stipends.

- b. If a Teacher Assistant has a Bachelor's Degree when hired, Credit Hours earned means graduate hours only.
- c. If a Teacher Assistant does not have a Bachelor's Degree when hired, Credit Hours means undergraduate hours. When the Teacher Assistant is awarded the Bachelor's Degree, then Credit Hours earned shall mean graduate hours only.
- d. All Credit Hours earned by individuals to satisfy requirements for certification in their assigned position will qualify for increases in salary. All other credit hours earned must have the approval of the District Superintendent to qualify for salary increases.

B. The following shall also apply to Teacher Assistants:

- 1. Absences
Teacher Assistants are subject to Article II of this agreement. All days-granted under Article II shall be credited at 50% for Teacher Assistants. Teacher Assistants previously with an annual leave of nine (9) days, effective July 1, 1986, shall have an annual leave of twelve (12) days.
- 2. Conferences
Teacher Assistants are subject to Article VI of this agreement.
- 3. Grievance Procedure
Teacher Assistants are subject to Article IX of this agreement.
- 4. Hospitalization
Teacher Assistants are subject to Article X of this agreement.

ARTICLE XXXI

(Continued)

5. In-Service Credit and Workshops

Teacher Assistants are subject to Article XI of this agreement.

6. Jury Duty

Teacher Assistants are subject to Article XIII of this agreement.

7. Lunch Periods

Teacher Assistants are subject to Article XIV of this agreement.

8. Mileage Reimbursement

Teacher Assistants are subject to Article XV of this agreement.

9. Notice of Intent

Teacher Assistants are subject to Article XVIII of this agreement.

10. Teacher Visitations

Teacher Assistants are subject to Article XXIX of this agreement.

11. Sick Leave Bank

Teacher Assistants are subject to Article XXIV of this agreement.

12. Payroll Deductions

Teacher Assistants are subject to Article VII of this agreement.

13. Claims Against Teachers

Teacher Assistants are subject to Article V of this agreement.

14. Vacancies

Teacher Assistants are subject to Article XXXIII of this agreement.

ARTICLE XXXI

(Continued)

15. Teacher Assistants Differential

In the event of an absence of the regular classroom teacher for a period of one (1) full day or more, Teacher Assistants shall be paid a differential of twenty-five (\$25.00) per day on a rotating basis. One (1) Teacher Assistant per day, per class shall be eligible to receive the differential to a maximum of four (4) days per class, per year. Differential payments shall be authorized by the Program Director. In disputes regarding the distribution of such differential, the decision of the District Superintendent shall be binding on the parties without reference to the Grievance Procedure.

Effective July 1, 2002, the maximum number of days per class shall increase from four (4) days to eight (8) days per year. Should there be more than one teacher assistant assigned to the classroom, the application of this benefit shall be on a rotation basis.

The current practice of replacing a classroom teacher after a consecutive number of teacher absences will continue, with the teacher assistant being placed on the teacher salary schedule and being paid the corresponding compensation.

16. Personnel File

Teacher Assistants are subject to Article XXI Personnel Files of this Agreement.

ARTICLE XXXII

TEACHING HOURS

1. The District Superintendent will establish the time that teachers are to report for duty on a school day. This may not exceed thirty (30) minutes prior to the arrival time of the first students.
2. Teachers are relieved from duty following the close of the students' school day.
3. Meetings, conferences, special instructional assistance to students, Open House, educational activities, etc., as scheduled by the District Superintendent or his designee, will require a teacher to be on duty prior to the stated beginning time and/or remain after the stated terminating time in #1 and #2 above.
4. The teacher, or teachers, shall be notified at least one (1) day in advance of the scheduled meeting, conference, special instructional assistance to students, Open House, educational activity, etc.

ARTICLE XXXIII

TERMINAL LEAVE

Effective July 1, 2001, this Article shall apply to all unit members.

Teachers who elect to retire may elect only one of the following options:

Option 1:

If a teacher retires after ten (10) years or more of teaching service in the Madison-Oneida BOCES, the teacher may elect for payment of accumulated unused Sick Leave added to his/her final year's salary.

A teacher who elects this option shall be paid \$15.00 for each day of accumulated unused Sick Leave, not to exceed \$3,000 on Sick Leave only.

Effective July 1, 2001, the rate shall increase to \$16.00 for each day, not to exceed \$3,200.

Effective July 1, 2002, the rate shall increase to \$17.00 for each day, not to exceed \$3,400.

To qualify for this option, the teacher must notify the District Superintendent of Schools, in writing, sixty (60) calendar days prior to the employee's effective date of retirement. This notice shall also contain the number of accumulated sick days for which the employee desires compensation. The payment will be made to the individual during the fiscal year following the effective date of retirement.

Option 2:

This option shall apply only to those teachers who retire in their first year of retirement eligibility under the New York State Teacher's Retirement System.

Any teacher who has served ten (10) consecutive years in the Madison-Oneida BOCES and who is going to retire from the BOCES under the New York State Teacher's Retirement System may elect for the payment of \$25.00 for each day of accumulated unused Sick Leave not to exceed \$5,000 on Sick Leave only. To qualify for this payment, the teacher shall give written notice to the District Superintendent sixty (60) calendar days prior to the employee's effective date of retirement. The payment will be made to the individual during the fiscal year following the effective date of retirement.

Effective July 1, 2001, the rate shall increase to \$26.00 each day, not to exceed \$5,200.

Effective July 1, 2002, the rate shall increase to \$27.00 each day, not to exceed \$5,400.

ARTICLE XXXIV

VACANCIES

All teachers in the bargaining unit will be notified of vacancies, except Adult Education vacancies, that require State Education Department certification which occur in the Madison-Oneida BOCES organization and be given an opportunity to apply for these positions.

ARTICLE XXXV

(Continued)

TEACHER SALARY SCHEDULES

<u>STEP</u>	2000-2001 <u>BASE SALARY</u>
1	
2	
3	
4	
5	\$26,894
6	\$27,109
7	\$27,514
8	\$28,059
9	\$28,609
10	\$29,484
11	\$30,029
12	\$31,124
13	\$31,934
14	\$32,479
15	\$33,084
16	\$33,734
17	\$34,494
18	\$35,154
19	\$36,024
20	\$39,722

On or over Step 20 in any year 2000-2004 = \$2,000 per year.

ARTICLE XXXV

(Continued)

TEACHER SALARY SCHEDULES

<u>STEP</u>	2001-2002 <u>BASE SALARY</u>
1	
2	
3	
4	
5	\$27,280
6	\$27,495
7	\$27,900
8	\$28,445
9	\$28,995
10	\$29,870
11	\$30,415
12	\$31,510
13	\$32,320
14	\$32,865
15	\$33,470
16	\$34,120
17	\$34,880
18	\$35,540
19	\$36,410
20	\$40,108

On or over Step 20 in any year 2000-2004 = \$2,000 per year.

ARTICLE XXXV

(Continued)

TEACHER SALARY SCHEDULES

<u>STEP</u>	<u>2002-2003 BASE SALARY</u>
1	
2	
3	
4	
5	\$27,855
6	\$28,070
7	\$28,475
8	\$29,020
9	\$29,570
10	\$30,445
11	\$30,990
12	\$32,085
13	\$32,895
14	\$33,440
15	\$34,045
16	\$34,695
17	\$35,455
18	\$36,115
19	\$36,985
20	\$40,683

On or over Step 20 in any year 2000-2004 = \$2,000 per year.

For those individuals working in the capacity of School Nurse (RN), there shall be a Nurse's Stipend of \$500. Effective July 1, 2002.

ARTICLE XXXV

(Continued)

TEACHER SALARY SCHEDULES

<u>STEP</u>	2003-2004 <u>BASE SALARY</u>
1	
2	
3	
4	
5	\$28,323
6	\$28,538
7	\$28,943
8	\$29,488
9	\$30,038
10	\$30,913
11	\$31,458
12	\$32,553
13	\$33,363
14	\$33,908
15	\$34,513
16	\$35,163
17	\$35,923
18	\$36,583
19	\$37,453
20	\$41,151

On or over Step 20 in any year 2000-2004 = \$2,000 per year.

For those individuals working the capacity of School Nurse (RN), the Nurse's Stipend shall be increased to \$1000. Effective July 1, 2003.

ARTICLE XXXV

(Continued)

1. Teachers shall be placed on the Base Salary Schedule by the District Superintendent.
2. A teacher has the right to have his/her credentials reviewed by the District Superintendent of Schools. The teacher shall contact the District Superintendent for an appointment for this review.
3. Teachers in their first three (3) years of employment with the Madison-Oneida BOCES who receive an unsatisfactory evaluation may, at the sole discretion of the District Superintendent, be denied increment movement. Beginning with the fourth (4th) year of employment, all teachers denied increments shall be placed on the Step that corresponds to their years of service in the Madison-Oneida BOCES only from initial employment step placement.

If the employer terminates the employee's service and the employee returns to service at a later date, the employee shall be covered by this provision.

If the employee terminates his/her service, and the employee returns to service at a later date, the employee shall be covered by this provision.

4. Teachers will be eligible to advance only one (1) Step on the salary schedule annually (except as stated in #3 above) as follows:
 - a. Full-time teachers who serve one-half (1/2) of the school year, i.e. the equivalent of one semester, shall be entitled to an increment on September 1st of the following school year where due.
 - b. Part-time teachers who serve one-half (1/2) of the school year, i.e. the equivalent of one semester, shall be entitled to one-half (1/2) of an increment on September 1st of the following school year where due.

ARTICLE XXXV

(Continued)

5. All additions to the base salary and new certification will be granted only after the employee files the appropriate application along with acceptable certified documents to the District Superintendent. Salary additions to the base salary will be made only once annually and on March 1st of each fiscal year.

All applications for additions to the base salary must be submitted, with the acceptable certified documents, to the District Superintendent prior to March 1st of each fiscal year.

Approved salary additions will be applied on the March 1st stated above and the adjusted salary shall be retroactive to September 1st of that fiscal year.

Applications submitted on or after March 1st of any fiscal year shall not be considered or applied until the following fiscal year and in accordance with the paragraphs above.

Examples of acceptable Certified Documents are:

- A. Certification certificate.
- B. Specific Board of Education action such as tenure appointment.
- C. Official transcripts or grade reports from accredited colleges or universities.
- D. Permanent certificate, provisional certificate, degree or official letter from an accredited college or university stating that necessary degree requirements have been successfully completed and/or stating that application has been made to the State Education Department for the appropriate certificate.

ARTICLE XXXV

(Continued)

The items listed in A, B, C, and D are examples of normally acceptable documentation needed for salary additions, however, the District Superintendent retains the sole and exclusive right to accept or reject any documentations submitted.

The only additions to the base are:

- a. All Credit Hours earned in the 1996-97 school year, including In-Service, shall be compensated at \$40 per hour. The maximum salary of Top Step Base Salary plus one hundred twenty (120) Credit Hours is \$42,880 for 1996-97.

All Credit Hours earned in the 1997-98 school year, including In-Service, shall be compensated at \$40 per hour. The maximum salary of Top Step Base Salary plus one hundred twenty (120) Credit Hours is \$43,228 for 1997-98.

All Undergraduate Credit Hours earned in the 1998-99 school year, including In-Service, shall be compensated at \$40 per hour. All Graduate/beyond Bachelors Credit Hours earned in the 1998-99 school year, including In-Service, shall be compensated at \$42 per hour.

All Undergraduate Credit Hours earned in the 1999-2000 school year, including In-Service, shall be compensated at \$40 per hour. All Graduate/beyond Bachelors Credit Hours earned in the 1999-2000 school year, including In-Service, shall be compensated at \$44 per hour.

The maximum number of credit hours compensated shall be 120 hours. Any individuals, as of February 26, 2002 being paid above the 120 hour maximum, shall be saved harmless.

- b. If a teacher has a Bachelor's Degree when hired, Credit Hours earned means graduate hours only.
- c. If a teacher does not have a Bachelor's Degree when hired, Credit Hours means undergraduate hours. When the teacher is awarded the Bachelor's Degree, then Credit Hours earned shall mean graduate hours only.
- d. All Credit Hours earned by individuals to satisfy requirements for certification in their assigned position will qualify for increases in salary. All other credit hours earned must have the approval of the District Superintendent to qualify for salary increases.
- e. \$840 will be added to the Base Salary for earning a Bachelor's Degree.
- f. \$890 will be added to the Base Salary for earning a Provisional Certificate in the assigned position.
- g. \$940 will be added to the Base Salary for earning a Permanent Certificate in the assigned position.

ARTICLE XXXV

(Continued)

- h. \$790 will be added to the Base Salary for earning a Master's Degree.
- i. \$670 will be added to the Base Salary for earning Tenure Appointment in the assigned position; or for categories not eligible to receive tenure, after three (3) full years of satisfactory service.
- j. Teachers actively employed prior to July 1, 1983 shall be eligible for three (3) Longevity increments which will be added to the Base Salary for full service on the Madison-Oneida BOCES staff only:
 - the 1st after four (4) full years (\$790)
 - the 2nd after nine (9) full years (\$1140)

(Effective February 1, 1987, the second longevity shall occur after the attainment of Step 10 on the B.A. Schedule.)

 - the 3rd after fourteen (14) full years (\$1490)
- k. Teachers actively employed on or after July 1, 1983 shall be eligible for four (4) Longevity increments which will be added to the Base Salary for full service on the Madison-Oneida BOCES staff only:
 - the 1st after four (4) full years (\$555)
 - the 2nd after nine (9) full years (\$755)

(Effective February 1, 1987, the second longevity shall occur after the attainment of Step 10 on the B.A. Schedule.)

 - the 3rd after fourteen (14) full years (\$955)
 - the 4th after nineteen (19) full years (\$1155)
- l. Any employee employed after 7/1/83 step 10 longevity would have to be paid after nine years of credit service.

ARTICLE XXXV

(Continued)

- m. Certified Occupational Therapy Assistants and Certified Physical Therapy Assistants shall receive an annual stipend as follows:
- | | |
|-----------|--------|
| 1996-97 | \$ 800 |
| 1997-98 | \$1200 |
| 1998-99 | \$1600 |
| 1999-2000 | \$2000 |
- n. Those individuals working in the capacity of a school nurse shall receive an annual stipend as follows:
6. A. Tuition reimbursement shall be made available only to full-time teachers upon the request of the individual teacher who is in the first five (5) years of employment with BOCES, provisionally certified, and is working toward permanent certification.
- B. The BOCES shall pay the teacher one hundred percent (100%) of the cost of tuition when the teacher submits a receipt for the cost of tuition. Tuition reimbursement is limited to the current graduate hourly tuition rate for SUNY units as of July 1, 1986.
- C. The maximum entitlement per school year shall be six (6) graduate hours.
- D. Teachers who request tuition reimbursement shall not receive additional compensation for those graduate hours resulting from the courses for which the tuition was reimbursed, during the period of time the graduate course is being taken, and for one (1) school year after the last class is taken for which reimbursement is given. In no instance shall additional compensation be provided for courses taken under this provision prior to the receipt of permanent certification.
- E. Receipt of a grade less than "B" or an incomplete in any course taken under this provision shall suspend the right of the teacher to additional tuition reimbursement for graduate courses.
- F. The District Superintendent shall approve all courses taken under this provision prior to course registration. The actions of the District Superintendent in the review of applications for tuition reimbursement are final and not subject to the Grievance Procedure.

ARTICLE XXXVI

TEACHER EVALUATION

- I. The following procedure shall apply to tenured employees.
 1. All teachers will be notified of the procedure and instrument to be used in the evaluation program prior to the beginning of the evaluation.
 2. All evaluations will be followed by a conference within thirty (30) calendar days of the evaluation. If the evaluation is unsatisfactory, included in the conference will be written suggestions for improvement. The teacher will have no less than ten (10) calendar days to demonstrate improvement according to the written suggestions.
 3. If a teacher has not demonstrated improvements according to the written suggestions above, the following procedure will be implemented:
 - a. The Administrator will schedule a meeting with the teacher and outline the reasons for the lack of improvement and possible dismissal.
 - b. The teacher may request, within five (5) calendar days of the meeting in "a.", an additional evaluation. The Administrator will schedule this evaluation.
 - c. The Administrator will schedule a meeting within five (5) calendar days of the additional evaluation to review the results with the teacher and outline the decisions to be made in this matter.
 - d. If the teacher is not satisfied with the results of the meeting in "c.", said teacher may request, within five (5) calendar days of the meeting in "c.", an additional evaluation. The District Superintendent will schedule this evaluation.
 - e. The District Superintendent will schedule a meeting within fifteen (15) calendar days of the additional evaluation to review the results with the teacher and outline the decisions to be made in this matter.
 4. A teacher may have a representative in attendance at any scheduled meetings.

ARTICLE XXXVI

TEACHER EVALUATION

(Cont'd)

- II. In addition to I.1. above the following procedure shall apply to non-tenured employees.
1. Whenever an evaluator identifies a negative aspect in the performance of a non-tenured employee, the employee will be notified in writing as to the nature of the concerns using the evaluation forms.
 2. A meeting shall be scheduled between the evaluator and the employee to develop a plan to enable the employee to improve upon the areas identified.
 3. The employee may receive additional evaluations to enable him or her to demonstrate an improvement in the area(s) identified above.
 4. Should the evaluator determine that satisfactory progress has not been made, a letter of warning will be given to the employee or the performance evaluation form will be rated unsatisfactory.
 5. All information regarding the employee's performance shall be contained in the personnel file. All decisions regarding dismissal based upon competency shall be based upon the content of the personnel file.

In the matters of health and safety, and conduct unbecoming of a teacher, the District Superintendent shall retain discretion over dismissal, and this article shall not be applicable.

In such instances, the District Superintendent shall notify the President of the Teachers' Association.

6. Any information to be placed in the file regarding an incident shall be placed in the file within thirty (30) work days from the time the evaluator first learned of the incident. Employees shall receive a copy of everything placed in the file and shall have the right to respond in writing in all matters.
7. Evaluator will be defined as: Administrator assigned by the District Superintendent to evaluate teachers or therapists; or in the case of teacher assistants and therapy assistants, evaluator shall be assigned teachers or assigned therapists.
8. The right of the Board of Cooperative Educational Services to deny or grant tenure shall not be diminished by this article.

ARTICLE XXXVII

COOPERATING TEACHER

- A.
 - 1. Effective July 1, 2002, the Cooperating Teacher program stipend shall be \$300 if the Mentor-Teacher Program Grant is not approved.
 - 2. Effective July 1, 2003, the Cooperating Teacher Program stipend shall increase to \$350 if the Mentor-Teacher Program Grant is not approved.
 - 3. Effective July 1, 2004, the Cooperating Teacher Program stipend shall increase to \$400 if the Mentor-Teacher Program Grant is not approved.
- B. Should the Mentor-Teacher Program Grant be approved, the stipend shall be the approved Grant amount.

ARTICLE XXXVIII

ACCRETED POSITIONS

- I. Positions accreted to bargaining unit on July 23, 1996.
 - A. Titles: Career Counselor, Case Manager, Corrections, Parent-Child Educator, Program Developer, Testing and Assessment, Teaching Assistant and Teacher of Adults provided such employees are appointed to positions for at least twelve (12) hours per week for periods of twenty (20) weeks or more.
 - B. All terms and conditions of employment shall remain as stated in Board Policy 6043 at the 1996 level pursuant to the joint stipulation (PERB Case No. C-4491) signed on July 23, 1996, except as amended; and other benefits negotiated, as follows:
- II. Compensation:
 - A. Salaried Employees:
 - 2000-01 Increase each employee's previous year salary by 4%
 - 2001-02 Increase each employee's previous year salary by 4%
 - 2002-03 Increase each employee's previous year salary by 4%
 - 2003-04 Increase each employee's previous year salary by 4%
 - B. Adult Education – Hourly Employees:
 - 2000-01 Increase each employee's previous year hourly rate by 65 cents (.65¢) per hour
 - 2001-02 Increase each employee's previous year hourly rate by 65 cents (.65¢) per hour
 - 2002-03 Increase each employee's previous year hourly rate by 65 cents (.65¢) per hour
 - 2003-04 Increase each employee's previous year hourly rate by 65 cents (.65¢) per hour

ARTICLE XXXVIII

(Continued)

III. A. Health Insurance - Adult and Continuing Education Effective July 1, 2002

For those forty hour (40) per week salaried specialist and hourly employees whose regular assignment exceeds 1400 hours per year, the employer's premium contribution shall increase for individual coverage from fifty (50%) percent to seventy five (75%) percent.

B. Vacation Days - Adult And Continuing Education Effective July 1, 2002

For those hourly employees whose regular assignment exceeds 1400 hours per year, the employee shall receive seven (7) vacation days per year, non-cumulative.

Salaried employees shall receive one (1) additional day per year after three (3) complete years of service up to a total of fifteen (15) days after eight (8) years of service.

C. Bereavement Leave - Adult And Continuing Education Effective July 1, 2002

For salaried and hourly employees whose regular schedule exceeds 1400 hours per year, the employee may use up to three (3) days per occurrence for death in the family. Any days used will be deducted from accumulated sick leave and is intended to be used for attendance at the wake and/or funeral services. Family is defined as current spouse, children, parents, grandparents, brother, sister, mother-in-law and father-in-law.

D. Holidays - Adult And Continuing Education Effective July 1, 2002

For those hourly employees whose regular schedule exceeds 1400 hours per year, the employee shall receive two (2) additional paid holidays per year, that fall within the employee's regular schedule. These two holidays shall be the 4th of July and Labor Day.

E. Disability Benefits - Even Start

Even start employees hired on or after July 1, 2001, shall not be eligible for disability benefits.

F. Certification Renewal Fees

The renewal of Adult Education and Parent Child Educator certificates shall be reimbursed by the BOCES.

ARTICLE XXXVIII

(Continued)

G. Applicable Collective Bargaining Agreement Articles, Effective July 1, 2002

Preamble, Recognition, Association Rights, Claims Against Teachers, Conferences, Payroll Deduction, Jury Duty, Mileage, Negotiation Procedures, Notice of Intent, Personnel File, TSA's (teachers only), Terminal Leave, Teacher Visitation, Accreted Positions, Grievance Procedure, (shall apply to contract articles only), IRS 125 Flexible Spending Plan.

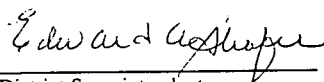
DURATION

This Agreement shall be effective July 1, 2000 through June 30, 2004, except as specifically provided for otherwise.

BOCES TEACHERS' ASSOCIATION

MADISON-ONEIDA BOCES


President, Teachers' Association


District Superintendent

3-27-03
Date